

RESOLUTION NO. 2018-1a

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING
THE MERCER GROUP, INC. FOR EXECUTIVE SEARCH
SERVICES; PROVIDING FOR AUTHORIZATION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on November 20, 2017, the Village of Key Biscayne ("Village") issued Request for Proposal No. 2017-11-17 ("RFP") for an executive search services company to locate qualified candidates for Village Manager ("Services"); and

WHEREAS, in response to the RFP, The Mercer Group, Inc. ("Consultant") submitted a proposal, attached hereto as Exhibit "A" to provide the Services; and

WHEREAS, the Village Council desires to select and approve the Consultant to perform the Services in the amount of \$15,750.00; and authorize the Village Manager to execute an agreement consistent with the proposal; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

Section 1. **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Selection of Consultant Approved.** The selection of the Consultant for the Services is approved.

Section 3. **Village Manager Authorized.** The Village Manager is hereby authorized to execute a professional services agreement in substantially the form attached hereto as Exhibit

“A” in an amount not to exceed \$15,750.00, that is consistent with the proposal attached hereto as Exhibit “B.”

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED and ADOPTED this 22nd day of January, 2018.


MAYOR MAYRA PEÑA LINDSAY

ATTEST:


JENNIFER MEDINA, CMC
VILLAGE CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY


VILLAGE ATTORNEY



Response to Village of Key Biscayne
RFP for an Executive Search Firm
for
VILLAGE MANAGER

December 15, 2017



The Mercer Group, Inc.

Consultants To Management



**Response to Village of Key Biscayne
RFP for an Executive Search Firm for
VILLAGE MANAGER**

December 15, 2017

THE MERCER GROUP, INC.
W. D. Higginbotham, Jr.
Senior Vice President
3245 S. Atlantic Avenue, Suite 607
Daytona Beach Shores,, Florida 32118-8202
727-214-8673
WDHiggin@mercergroupinc.com
www.mercergroupincflorida.com
www.mercergroupinc.com

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Appendix "A".	Acknowledgement, Warranty and Acceptance
Appendix "B"	Non-Collusive Affidavit (Two Pages)
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Appendix "D"	Price Proposal
Appendix "E"	State of Florida Department of State, Authorization to Transact Business in the State of Florida



The Mercer Group, Inc.

Consultants To Management

3245 S. Atlantic Ave Ste. 607
Daytona Beach Shores, FL 32118
Cell (727) 214-8673
E-mail: wdhiggins@bellsouth.net

December 15, 2017

Jennifer Duque, CMC
Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149

The Mercer Group, Inc. understands the Village of Key Biscayne wishes to engage the services of an executive search firm to conduct executive search and recruiting services for a Village Manager.

The Mercer Group, Inc. is pleased to assist the Village to recruit exceptionally well-qualified candidates for the position of Village Manager. If selected to conduct the search and recruitment process for this position, we will have no difficulty beginning immediately to ensure a smooth process. It is our understanding that the scope of work, minimum responsibilities, and search and recruitment services shall include, but not be limited to, the following:

- Develop the ideal profile for the Village Manager position after consultation with the Village Council and necessary staff.
- Develop and implement a marketing strategy, advertising campaign and outreach to best-fit candidates.
- Conduct preliminary interviews and candidate screening.
- Provide written materials, including background reports, and facilitate candidate selection and offer.

The objectives that we will meet in order to find the best qualified candidates for the Village Manager position are as follows:

- To conduct on-site needs assessment for the new Village Manager.
- To develop a comprehensive position profile.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the Village's time in establishing the position profile and reviewing applicants.
- To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To respond to all candidate inquiries and produce all correspondence during the search.

- To mail an information packet supplied by the Village to all qualified applicants.
- To recommend a pool of finalist candidates to the Village Council.
- To coordinate a community "meet and greet" function for the finalist candidates.
- To coordinate finalist candidate interviews with the Village Council.
- To preserve the confidentiality of inquiries to the degree possible under Florida law.
- To assist the Village Council in reaching a final decision.
- To assist in negotiating a compensation package with the successful candidate on behalf of the Village.
- To keep the Village Council closely involved in key decisions and informed of our progress.

The purpose for engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the Village Council in selecting highly qualified individuals who meet the profile and needs of the Village and who might not otherwise apply. The Mercer Group, Inc. is well-qualified to assist the Village with this project. Most recently we have successfully completed and/or currently engaged in searches for the Cities of Delray Beach, Deerfield Beach, Hollywood, Marco Island, Cape Coral, Largo, Deltona, Port Orange, Temple Terrace, St. Petersburg, St. Pete Beach, Gainesville, Plant City, Pompano Beach, as well as Brevard County, Collier County, Hillsborough County, Citrus County and Polk County. These are just some of the **Florida** recruitments and there are many more nation-wide.

The Mercer Group, Inc. has been in operation for over twenty-seven years with offices in thirteen (13) states, including **Volusia County Florida**. The Mercer Group, Inc. has the resources available to conduct this search and avoid untimely delays in the process. If selected to assist the Village, I will personally lead this recruitment from our Daytona Beach Shores office. In addition to six (6) years Executive Recruiting, 30 years of local government experience, including four (4) City Manager positions in Florida, I am uniquely qualified to lead this search for Key Biscayne's new Village Manager.

Thank you for the opportunity to assist the Village with this important assignment. Please contact me directly at 727-214-8673 if you have any questions. I am looking forward to hearing from you.

Sincerely yours,

THE MERCER GROUP, INC.



W. D. Higginbotham, Jr.
Senior Vice President

THE MERCER GROUP, INC.

I. FIRM INFORMATION & BACKGROUND

A. Firm Qualifications

The Mercer Group, Inc. is an independent management consulting firm incorporated in the State of Georgia and operating nation-wide. The firm was founded by James L. Mercer, a long-term public management consultant. The firm has conducted business under the name The Mercer Group, Inc. since February, 1990 and is registered with the Florida Department of State.

Mr. Mercer started his own firm in 1981 and, in 1984, merged it with another consulting firm, Wolfe & Associates, Inc. On June 1, 1986, Mr. Mercer acquired the Human Resource and Organizational Consulting Practice of Wolfe & Associates, Inc. This acquisition formed the basis for Mercer, Slavin & Nevins, Inc. He sold his interest in Mercer, Slavin & Nevins, Inc. early in 1990 and founded The Mercer Group, Inc.

The Mercer Group, Inc. provides exceptionally high quality management consulting services to state and local governments, transit authorities, health care providers, utilities, special districts, and private sector clients. Specialty practice areas include: executive recruitment, organization and operations analysis, productivity improvement, strategic planning, management systems, compensation/classification/policy studies, privatization, budget evaluation services, government consolidation and organization development, training, and general management consulting. Our key consultants have conducted successful searches for hundreds of public sector organizations nationally and can offer numerous references as testimony of our work.

While this engagement for the Village of Key Biscayne will be led by W. D. Higginbotham, Jr., it will be assisted and supported by James L. Mercer. Mr. Mercer has conducted or assisted in the conduct of more than 2,000 successful executive searches in recent years. The spectrum of our search experience is below. Mr. Mercer's resume is included below, as is Mr. Higginbotham's.

Mr. Mercer is the Chief Executive Officer of our firm. There is no parent, subsidiary or affiliation of other firms. The closed service office and our corporate headquarters are as follows:

The Mercer Group, Inc.
Atlanta, Georgia 30338
(770) 551-0403; FAX: (770) 399-9749
Federal Tax ID No.: 58-1877068

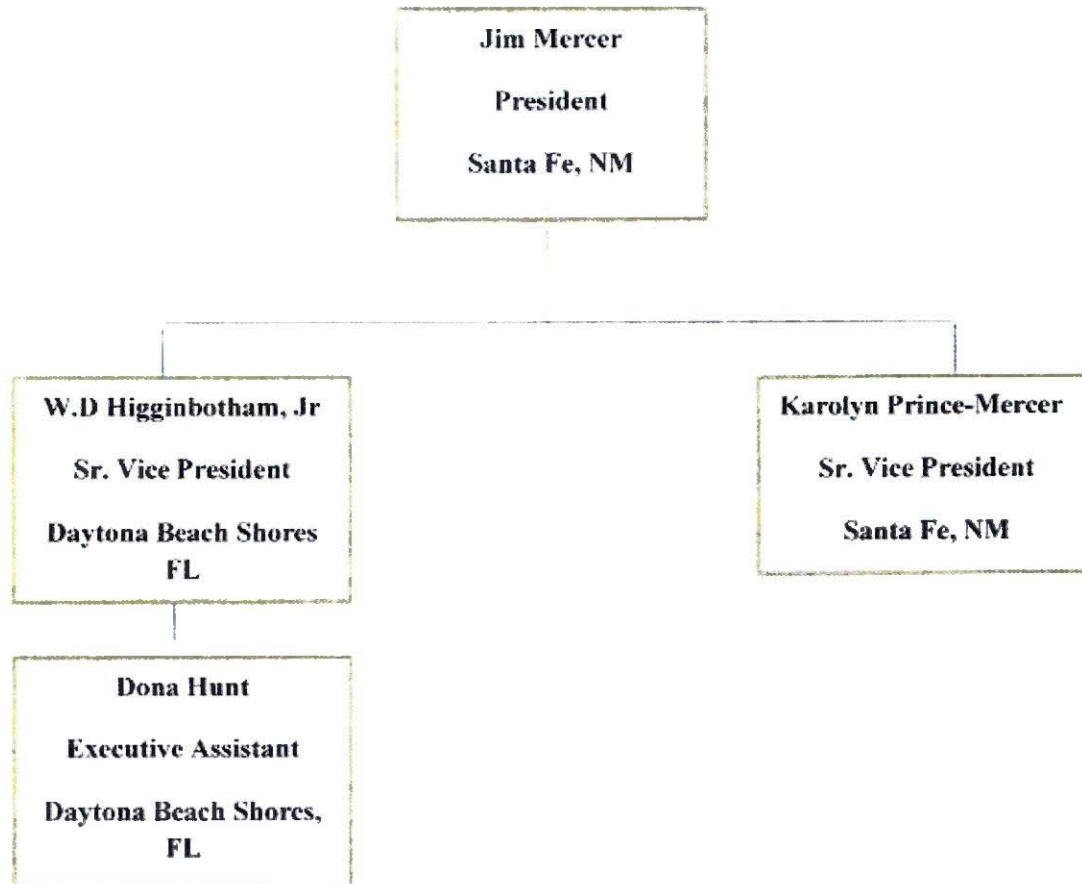
Primary contact information is as follows:

The Mercer Group, Inc.
W. D. Higginbotham, Jr.
Senior Vice President
3245 S. Atlantic Ave., Suite 607
Daytona Beach Shores, Florida 32118
727-214-8673
WDHiggin@mercergroupinc.com
www.mercergroupinc.com
www.mercergroupincflorida.com

B. Organizational Chart for the Village of Key Biscayne Search Team

The Mercer Group, Inc.

**EXECUTIVE SEARCH TEAM
for
KEY BISCAYNE
VILLAGE MANAGER**



C. Resumes of Our Key Staff

1. W. D. Higginbotham, Jr., Senior Vice President - Florida Office; Project Manager

Prior to joining The Mercer Group in 2011, Mr. Higginbotham's distinguished public-sector career of over 30 years has included serving as chief executive officer and chief financial officer of cities in Florida and California. He served as City Manager of Gainesville, Florida, Melbourne Beach, Florida, Surfside, Florida, and Madeira Beach, Florida ranging in population from 3,100 to 123,100 and Assistant City Manager and CFO in Bakersfield, California with a population of 352,400. Mr. Higginbotham also served eight years as the Director of Economic Development for the eleven (11) county, 7,000 square mile area of the North Central Florida Regional Planning Council. After being recruited by the International City/County Management Association (ICMA) on behalf of the Department of Defense, his service to Florida cities was briefly interrupted in late 2007 and early 2008 when he served in Baghdad, Iraq as a member of the United States Provincial Reconstruction Team. He is an active member of ICMA and the Florida City and County Management Association (FCCMA) and has been recognized by both organizations for over 25 years in the local government management profession.

Mr. Higginbotham's particular areas of expertise are executive search, organizational development and economic development. In addition to graduating from Tulane University where he earned his Certificate in Accounting, he has completed and instructed training programs at the Emergency Management Institute (FEMA) in Emmitsburg, Maryland in Disaster Preparedness and Disaster Resistant Jobs Training, TRAIN-THE-TRAINER.

Mr. Higginbotham has successfully conducted and completed the following search and recruitments during the *past three years*:

- Billings, Montana – City Administrator, 2017
- Cape Coral, Florida – City Auditor (Charter Officer), 2017; Building Official, 2017
- Citrus County, Florida – County Administrator, 2015
- Deerfield Beach, Florida – Director of Environmental Services, 2016
- Delray Beach, Florida – City Manager, 2017
- Delray Beach, Florida – Finance Director, 2017
- Deltona, Florida – City Manager, 2015
- Dutchess County, NY – Commissioner of Behavioral & Community Health, 2015
- Gainesville, Florida – Equal Opportunity Director (Charter Officer), 2015
- Hallandale Beach, Florida – Assistant Director of Public Works – Utilities, 2015
- Hillsborough County, Florida – Executive Director-Planning Commission, 2014
- Hillsborough County, Florida – Executive Director-Metro. Planning Org., 2014
- Hollywood, Florida – Director of Financial Services, 2017
- Largo, Florida – City Manager, 2015
- Marco Island, Florida – City Manager, 2017
- Onondaga County, NY – Commissioner of Health, 2014
- Pennsylvania Municipal Retirement System, PA – Secretary/Executive Director, 2014
- Pinellas Suncoast Transit Authority, Florida – Director of Procurement, 2014
- Plant City, Florida – Police Chief, 2014
- Plant City, Florida – City Manager, 2014

- Polk County, Florida – Fire Rescue Services Director (Fire Chief), 2016
- Pompano Beach, Florida – City Attorney, 2015
- Port Orange, Florida – City Manager, 2015
- St. Cloud, Florida – City Manager, 2015
- St. Pete Beach, Florida – Community Development Director, 2015
- St. Pete Beach, Florida – Fire Chief, 2015
- St. Petersburg, Florida – Village Manager, 2014
- Tampa Bay Area Regional Transit Authority, Florida – Executive Director, 2014
- Temple Terrace, Florida – City Manager, 2016
- Virgin Islands Housing Authority, St. Thomas, VI– Director of Asset Management, 2016

2. James L. Mercer, President - Atlanta and Santa Fe Offices; Project Support

Mr. Mercer holds a Master of Business Administration degree from the University of Nevada, Reno, and a Bachelor of Science degree in Industrial Management from the same institution. He has also received a Certificate in Municipal Administration from the University of North Carolina at Chapel Hill and is a graduate of the Executive Development Program at Cornell University. Mr. Mercer is a Certified Management Consultant (CMC) and has more than 25 years of experience in executive search and management consulting. He has authored or co-authored five books and has written more than 250 articles on various management topics. His experience covers the following functional areas: executive search, organization and operations analysis, management systems, productivity improvement, seminars/training, goal setting, strategic planning, privatization, government, consolidation, and general consulting.

Prior to founding The Mercer Group, Inc., Mr. Mercer held positions as President of Mercer, Slavin & Nevins, Inc.; Regional Vice President of Wolfe & Associates, Inc.; Partner and Vice President of Korn/Ferry International; General Manager of Battelle Southern Operations; National Program Director for Public Technology, Inc.; and Assistant City Manager of Raleigh, North Carolina. He has also been President of James Mercer & Associates, Inc., and has served as Director of Government Consulting Services for Coopers & Lybrand in the Southeast and Southwest, and Director of the Industrial Extension Division for Georgia Tech.

3. Karolyn Prince-Mercer, Senior Vice President - Santa Fe Office; Project Support

Ms. Prince-Mercer received her Bachelor of Arts degree in History with minors in Art, Political Science and Education from the University of Nevada. She received her Doctor of Jurisprudence degree from Woodrow Wilson College of Law. She is licensed to practice law in New Mexico and in Georgia. She has practiced law for over 20 years beginning in Georgia. Ms. Prince-Mercer is also qualified to administer and interpret the Myers-Briggs Type Indicator (MBTI) instruments. Ms. Prince-Mercer also specializes in public sector executive search. She has been in management consulting for over eighteen years. She has experience working in executive search and has conducted several City Manager searches. She also has experience with compensation and classification, and with organization and management studies.

4. Time Commitments

The members of our firm have the quality time to devote to this search so as to meet the Village of Key Biscayne's needs.

II. SERVICES, TIMELINE, AND FEES

Our Firm's Approach, Work Plan, Equal Employment Opportunity Statement, Timeline of Activity Pursuant to Scope of Services and Fees

A. Project Understanding and Approach

It is our understanding that the Village of Key Biscayne is in need of Executive Search Services for a Village Manager Recruitment. It is our further understanding that the scope of work, search and recruitment services shall include, but not be limited to, the following:

- Development of Candidate Profile and Recruitment.
- Strategy Outreach to best-fit candidates and Advertising Campaign.
- Candidate Screening.
- Candidate selection, background and offer.
- Appointment and follow-up.

The objectives that we will meet in order to find the best qualified candidates for the Village Manager position are as follows:

- To conduct on-site needs assessment for the new Village Manager.
- To develop a comprehensive position profile.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the Village's time in establishing a position profile and reviewing applicants.
- To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- To respond to all candidate inquiries and produce all correspondence during the search.
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To mail an information packet supplied by the Village to all qualified applicants.
- To recommend a pool of finalist candidates to the Village Council.
- To coordinate a community "meet and greet" function for the finalist candidates.
- To coordinate finalist candidate interviews with the Village Council.
- To preserve the confidentiality of inquiries to the degree possible under Florida law.
- To assist the Village Council in reaching a final decision.
- To assist in negotiating a compensation package with the successful candidate on behalf of the Village Council.
- To keep the Village Council closely involved in key decisions and informed of our progress.

The scope of the project will be sufficiently broad and in-depth so as to meet the requirements of Key Biscayne. Our approach and style are interactive; we form a partnership with our client to conduct a project from which the Village of Key Biscayne will benefit through ease of implementation.

B. Work Plan: Outreach, Candidate Screening, Background Work, Interview & Follow Up

We recommend a seven (7)-step search process as follows:

1. **Position Analysis** - We will define work relationships, job qualifications and requirements for the position - the "Position Profile".
2. **Recruitment Process** - We will recruit State-wide, regionally, and nationally for the position and network to locate qualified candidates.
3. **Resume Review** - We will identify qualified candidates.
4. **Candidate Screening** - We will thoroughly screen prospective candidates.
5. **Background Investigation** - We will thoroughly evaluate prospective candidates.
6. **Interview Process** - We will make recommendations and assist in selection.
7. **Negotiation and Follow-up** - We will facilitate employment and follow-up to ensure complete integrity of the process.

1. Position Analysis

We will have extensive consultation with Key Biscayne's Village Council and/or key staff as well as other individuals or groups (as the Village Council wishes) to determine the Village's vision/mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions.

During this process, we will initiate individual interviews with citizen organizations, department heads and key staff, and others of the Council's choice to identify expectations, perceptions, and concerns regarding the position. In addition, we will spend a considerable amount of time at the beginning of the process with the Village Council (and others as desired) in order to determine the level of experience and training needed. As noted earlier, Mr. Higginbotham's 30 years of local government experience make him uniquely qualified to lead this search for the new Village Manager.

Based on those meetings, we will prepare a draft position profile and review it with the Village Council in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about Key Biscayne, the Village Council, staff, major issues to be faced, the position, and the selection criteria established.

2. Recruitment Process

Because we have recently completed similar searches, we will first review our database to determine those candidates whom we may already know and/or already have on file who may meet the Village's specifications.

Although this process is valuable, we will rely most heavily on our own contacts in the Administration/Management fields and on our own experience. Through "networking", we will conduct a nation-wide search, **while understanding that the preference may be a candidate with Florida experience and/or knowledge**, for the best qualified candidates and invite them to apply for the position.

Based on our discussions with Key Biscayne's Village Council, we will place ads in professional journals, online at appropriate websites that specialize in and attract high quality professional and management attention, to encourage applicants to apply.

3. Resume Review

We will review and analyze each applicant's background and experience against the position description criteria. We will acknowledge all resumes received and keep candidates informed.

4. Candidate Screening

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile". They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc.

Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Recruitment Profile.

We will be responsible for screening the applications received. This initial screening will be conducted by Mr. Higginbotham by telephone with the prospective candidate. We will conduct interviews with references who may know the candidate's background and expertise by telephone. Where feasible, we will also conduct personal face-to-face interviews with top candidates.

Once the initial screening is completed, we will select the prospective candidates who most closely match the criteria established by Key Biscayne. The output of this step in the process will be a matrix display of the top candidates showing how each rates against the selection criteria established by the Village Council. This matrix will be reviewed with Key Biscayne's Village Council and guidance obtained prior to proceeding. One contingency here is that the Village Council may not approve of any of the candidates. If that should occur, we would, of course, keep searching until the Village's needs are clearly met.

5. Background Investigations

As part of our process in evaluating top candidates, we make detailed and extensive reference checks. In conducting these, it is our practice to speak directly to individuals who are now or have previously been in a position to evaluate the candidates' job performance.

We ask each candidate to provide us with a number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. We have had occasion to talk to more than 20 references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. We also verify past employment difficulties, if any, including reasonable due diligence on any legal action filed against current or former employers.

As part of our evaluation process, we verify undergraduate and graduate college degrees. We arrange for credit checks, criminal checks, and, as an additional option, can arrange for psychological (or similar) testing of the candidates that may be desired. As a part of this project we can provide the results of a management style inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes (these may be extra cost items). We will present and discuss background investigation criteria with the Village Council who will make the final decision on which candidates to interview.

6. Interview Process

Based on the preceding steps, a recommended list of finalists for the position of Village Manager will be compiled. We will prepare a written summary on each finalist. The information will cover, but not be limited to, 1) present position, 2) total years experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) professional goals.

This information will be presented to Key Biscayne's Village Council in a detailed written format combined with the results of the background investigation and candidate screening. We will make a recommendation on a group of finalists, the size of which as directed by the Village Council. The Village Council shall make the final decision on which and how many candidates will be interviewed.

Our report will be presented in a meeting in which we will discuss our recommendations and provide background information, sample questions and a rating form for the interviews. In particular, we will explain which, if any, of the applicants specifically meet the total criteria established by the Village Council or whether the final group simply represents the best available talent.

We will also provide the Village Council with our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews with the finalists. We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate role for spouses, receptions, etc. We will arrange schedules for top candidate interviews and will coordinate the process.

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7. Negotiation and Follow-up

We will also assist in the negotiation process relative to salary, benefits and other conditions of employment. We feel that we can be especially helpful because we have proposed a fixed fee rather than one based on a percentage of salary. One contingency here is that an agreement may not be able to be arranged. If that is the case, we will work with the Village Council to select an alternate candidate.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the Village Council and that any public statement should come directly from the Village Council. We will maintain confidentiality of candidate information, as possible, under Florida law.

Finally, we will notify all unsuccessful candidates, who were not recommended for interview with the Village Council, of the final decision reached. However, we suggest that it is more proper for the Village to directly notify all unsuccessful candidates, whom they interviewed, of the final result.

We will keep the Village closely informed and involved in decisions concerning the search process at all times. We will prepare and send weekly e-mail updates and progress reports of the search. These reports will contain a progress report on the recruitment and specific steps to be taken to meet the Village's deadlines.

Support from the Village of Key Biscayne will be needed, as follows:

- Arranging interviews with Key Biscayne's Village Council, staff and others as desired.
- Providing budget, organization charts and other documents.
- Place of contact and contact person for the search.

C. Equal Employment Opportunity Statement

It is the policy of The Mercer Group, Inc., to assure equal opportunity based on ability and fitness for all employees or applicants considered for our client organizations regardless of race, color, religion, sex, age, marital or veteran's status, national origin, or the presence of any sensory, mental or physical disability. Such policy shall apply, but not be limited to, hiring, placement, job classification, transfer or promotion, demotion, recruitment, advertising or solicitation for employment, rates of pay or other forms of compensation, selection for training, career development, layoff or termination.

This policy shall be disseminated to clients, subcontractors, suppliers and prospective applicants. The intent of this policy will apply to internal operations, recruitment and consulting activities conducted by our firm.

D. Project Schedule and Timeline (subject to approval by the Village of Key Biscayne)

**KEY BISCAYNE
VILLAGE MANAGER SEARCH**

Kickoff Meeting with the Village Council	One week following execution of agreement
Interviews/Consultation with the Village Council & Others (as desired) to Develop Characteristics & Attributes of a Successful Candidate. Develop Compensation Package and Job Description.	Week One
Approve Recruitment Materials	Week Three
Access Data Base for Targeted Recruitment of Qualified Individuals and Place Ads	Week Three (Begin Search)
Send Recruitment Material/Invitation Letter	Week Three through Seven
Outreach Telephone Calls	Week Three through Seven
Acknowledge Receipt of Application Materials	As received
Cutoff Date for Receipt of Applications	Week Seven
Screen Applications Against Selection Criteria and Consultant Interviews of Top Candidates	Ongoing through Week Seven
Meet with the Village Council to Review Top Candidates and Assist in the Selection of Finalists	Week Eight (Within 35 to 45 Days of Beginning Search, Provide Candidate Information)
Conduct Reference and Background Checks	Week Nine & Ten
Send Interview Guide to the Village Council of Selected Finalists	Week Ten
Community Meet & Greet (as desired) and Conduct Interviews of Selected Finalists	Week Eleven
Make Selection	Week Eleven
Negotiate Agreement	Week Eleven
Notify Candidates Not Selected	At close of search process

E. Cost Proposal for Professional Recruitment Services for Village Manager

The Mercer Group, Inc. proposes a **total fee, including all expenses, for the Executive Search/Recruitment Services as a fixed amount of \$15,750**. There will be **NO additional costs or expenses paid to The Mercer Group, Inc. for our services**. Items and their associated costs for our services are as follows:

Position Analysis.....	\$ 2,000
Outreach Campaign.....	2,500
Resume Review.....	2,750
Candidate Screening.....	2,750
Background Investigation.....	3,250
Interview Process.....	2,000
Negotiation and Follow-up.....	500
TOTAL FEE.....	\$15,750

The costs for final candidates to travel to Key Biscayne for interviews, as the Village Council desires, are not included. Such costs are normally paid by the client on a reimbursement basis, directly to the candidates. These costs are difficult to estimate because they depend on where the candidates are located. In general, costs run about \$600 to \$750 per person.

Key Biscayne's liability to The Mercer Group, Inc. for services rendered under our agreement **will not exceed the agreed upon price as stated above**.

We will submit regular invoices for our fees. It is our practice to bill one-third at the start of the search, one-third upon delivery of the semi-finalist application materials, and one-third upon selection of the successful candidate.

We will comply with all applicable laws, rules and regulations of federal, state and local government entities.

Our ability to carry out the work required will be heavily dependent upon our past experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagement. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

The hourly rate for any services the Village might request outside the scope of items set forth in this proposal is \$150.00 per hour.

This document constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Florida.

THE MERCER GROUP, INC.

GUARANTEES

F. The ten (10) guarantees of our search work are explained below:

1. **Client Organization:** The client is defined as the entire entity, including all departments, divisions, sections and groups. This assures that all of our guarantees apply to the entire client organization.
2. **Two-Year Off Limits:** We will not recruit candidates from a client organization for two years after completion of a search assignment without the full agreement of the client.
3. **Placement Off Limits Forever:** We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.
4. **Continue the Search:** If, for any reason, the client does not feel comfortable selecting a candidate from our original recommended group of candidates, we will continue the search until the client can make a selection.
5. **Replacement of Successful Candidate:** If the candidate we place with the client leaves the client organization for any reason during the 24 month period following the date of placement with the client, we will replace the candidate for out-of-pocket expenses only and **there will be no professional fees** charged by The Mercer Group to make the new placement.
6. **Parallel Candidate Presentation:** We will not present a candidate simultaneously to more than one client. This permits our firm to represent one client organization without any conflicts of interest.
7. **Client Conflicts:** If asked, we will disclose to our clients the names of the organizations which are "Off Limits" that logically would be target organizations on the new search assignment.
8. **Deceptive/Misleading Search Techniques:** We commit to our clients and to our prospective candidates that we will not use any search techniques which may be considered as deceptive or misleading.
9. **Resume Floating:** We will not float resumes to organizations in the hopes that we can collect a fee if that individual is hired.
10. **Not Represent Individuals:** We assure our clients and individuals who may become candidates that we will not collect a fee from candidates whom we may recommend for a position.

G. Additional Activities that Might be Helpful to the Recruitment and Selection Process

As noted above, we can provide the results of a Management Style Inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes. (These may be extra cost items.)

H. Proposal Acceptance

This December 15, 2017, proposal is accepted for the Village of Key Biscayne by:

SIGNATURE:

NAME:

TITLE:

DATE:

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I. Sample Agreement

AGREEMENT

This AGREEMENT, made as of this ____ day of _____, 2017, by and between **THE MERCER GROUP, INC.** and the Village of Key Biscayne, a governmental corporation.

WITNESSETH:

WHEREAS, Key Biscayne (hereinafter referred to as the "Village") has expressed an interest in engaging the services of an executive recruiter to conduct a search for a Village Manager for the Village and

WHEREAS, The Mercer Group, Inc. (hereinafter referred to as "Mercer") has submitted a proposal in response to the Village's request; and

WHEREAS, the Village has selected Mercer's proposal as the proposal which best meets its needs and the Village desires to hire Mercer to conduct the Village's search for a new Village Manager, and

WHEREAS, Mercer desires to assist the Village in conducting the Village's search for a Village Manager.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the Village hereby agree as follows:

1. Mercer agrees to provide services and support to the Village in the conduct of the Village's search for a Village Manager. Mercer agrees to conduct the Village's project in accordance with scope of services outlined in its Proposal to the Village dated December 15, 2017, in response to the Village's request. Mercer's proposal is incorporated by reference and thus made a part of this Agreement.
2. The Village agrees to compensate Mercer for its services in the amount of \$15,750 for professional services, including all expenses, to conduct the search. Payments to Mercer are to be made as outlined in Mercer's proposal to the Village.
3. The Village and Mercer both agree that this Agreement shall be governed by the laws of the State of Florida.
4. SUNSHINE LAW. As Mercer's role is to screen applications and make recommendations for the position of Village Manager, Mercer acknowledges that it will be subject to, and will comply with, Chapter 286, Florida Statutes.

Agreement, Continued:

5. PUBLIC RECORDS. Mercer shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Mercer shall (a) keep and maintain public records that ordinarily and necessarily would be required by the Village in order to perform the service under the contract; (b) provide the public with access to public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the Village all public records in possession of Mercer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Village in a format that is compatible with the information technology system of the Village.
6. The Village and Mercer both agree that in the event that any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of receipt of such notice.
7. The Village and Mercer both agree that any amendments to this Agreement shall be made in writing, and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall affect the terms of this Agreement.
8. The parties shall have the right at either party's convenience to terminate this Agreement following five (5) days written notice to the affected party. Should either party terminate this Agreement the Village shall only be obligated to pay Mercer for those services already provided.

VILLAGE OF KEY BISCAYNE

BY:

ATTEST:

THE MERCER GROUP, INC.

BY:

W. D. Higginbotham, Jr.
Senior Vice President

III. REFERENCES

Caryn Gardner-Young, Assistant City Manager
City of Delray Beach; population: 67,000
100 N.W. 1st Avenue
Delray Beach, FL 33602
561-243-7015 Ext 1212
gyoung@mydelraybeach.com
Finance Director - 2017

Ms. Lisa Sonego, Human Resources Director
City of Cape Coral; population: 154,300
1015 Cultural Park Boulevard
Cape Coral, FL 33990
239-574-0528
lsonego@capecoral.net
Community Development Director Search – 2013; City Auditor Search – 2017

George R. Keller, Assistant City Manager for Finance and Administration
City of Hollywood; population 145,000
2600 Hollywood Boulevard
Hollywood, FL 33022
954-921-3201
gkeller@hollywoodfl.org
Director of Financial Services Search - 2017

Susan Sinz, Director of Human Resources
City of Largo; population 82,000
201 Highland Avenue, NE
Largo, FL 33770
727-587-6706
ssinz@largo.com
City Manager Search - 2016

Ms. Sherry Anderson, Human Resource Director
Citrus County Florida; population 140,000
3600 W. Sovereign Path
Lecanto, FL 34461
352-400-0145
SHERRY.ANDERSON@bocc.citrus.fl.us
County Administrator Search - 2015

Gary W. Hester, Deputy County Manager
Polk County, Florida; population 635,000
330 West Church Street
Bartow, FL 33831
Cell 863-287-8438
GaryHester@polk-county.net
Fire Rescue Services Director (Fire Chief) Search – 2016

IV. CITY/COUNTY/ MANAGERS & ADMINISTRATORS

The Following Lists of Searches are limited to CITY/COUNTY MANAGERS & ADMINISTRATORS to avoid the lists being voluminous.

City Managers/Administrators

Alachua, Florida - City Manager - 2001
Alamogordo, New Mexico - City Manager - 2009
Albany, Georgia - Assistant City Manager (Limited Scope Search) - 2000
Angel Fire, New Mexico - Village Manager - 2011
Angel Fire, New Mexico - Town Administrator (Limited Scope Search) - 2000
Andrews, Texas - City Manager - 2000
Ann Arbor, Michigan - City Administrator - 2001
Ann Arbor, Michigan - City Administrator - 1995
Ann Arbor, Michigan - City Administrator - 1988
Arkansas City, Kansas - City Manager - 2006
Arlington, Texas - City Manager - 2011
Aspen, Colorado - City Manager - 1989
Athens/Clarke County Unified Government, Georgia - Manager - 2000
Athens/Clarke County Unified Government, Georgia - Manager - 1995
Augusta, Georgia - Administrator - 2014
Aurora, Colorado - City Manager - 1989
Austin, Texas - City Manager - 1988
Avondale, Arizona - City Manager - 2000
Aztec, New Mexico - City Manager - 2009
Bangor, Maine - City Manager - 2010
Barrington, Illinois - Village Manager - 1998
Bay City, Michigan - City Manager - 2003
Beavercreek, Ohio - City Manager - 2003
Beacon, New York - City Administrator - 2015
Belding, Michigan - City Manager - 1999
Bellaire, Texas - City Manager - 1996
Billings, Montana - City Administrator - 2017
Billings, Montana - City Administrator - 2006
Billings, Montana - City Administrator - 2003
Billings, Montana - City Administrator - 1999
Billings, Montana - Assistant City Administrator - 2003
Billings, Montana - Deputy City Administrator - 2003
Birmingham, Michigan - City Manager - 2010
Bloomfield, New Mexico - City Manager - 2010
Bloomfield Hills, Michigan - City Manager - 2006
Bloomfield Hills, Michigan - City Manager - 2001
Boca Raton, Florida - Assistant City Manager - 1989
Boulder, Colorado - City Manager - 2008
Boulder, Colorado - City Manager - 2002
Bowie, Maryland - City Manager - 2016
Boynton Beach, Florida - City Manager - 1999

Bridgeport, Texas - City Administrator - 2010
 Bristol, Tennessee - City Manager - 2013
 Bryan, Texas - City Manager - 2006
 Cairo, Georgia - City Manager - 1995
 Canadian, Texas - City Manager - 2010
 Cape Coral, Florida - City Manager - 1996
 Carpentersville, Illinois - Village Manager - 2001
 Carrboro, North Carolina - Town Manager - 2003
 Casa Grande, Arizona - City Manager - 2003
 Casselberry, Florida - City Manager (Limited Scope Search) - 2003
 Centennial, Colorado - City Manager - 2007
 Centennial, Colorado - City Manager - 2001
 Centennial, Colorado - Assistant City Manager - 2006
 Champaign, Illinois - Assistant City Manager - 2007
 Charlotte, North Carolina - City Manager - 2008
 Charlotte, North Carolina - City Manager - 1996
 Charlotte, North Carolina - City Manager - 1981
 Charlotte, North Carolina - Deputy City Manager (Limited Scope Search) - 2000
 Chesapeake, Virginia - City Manager - 2012
 Chesapeake, Virginia - City Manager - 1996
 *Chesapeake, Virginia - City Manager - 2009
 *Chesapeake, Virginia - City Manager - 2006
 Chesapeake Beach, Maryland - Town Administrator - 2014
 Clayton, Missouri - City Manager - 2003
 Cleburne, Texas - City Manager - 2011
 Cleveland, Tennessee - City Manager - 2016
 *Clifton Forge, Virginia - City Manager - 2006
 *Cloverdale, California - City Manager - 2001
 College Park, Georgia - City Manager - 2013
 College Park, Georgia - City Manager - 2008
 College Park, Georgia - City Manager - 2002
 College Park, Maryland - City Manager - 2015
 College Park, Maryland - City Manager - 2004
 College Park, Maryland - City Manager - 2002
 College Station, Texas - City Manager - 2006
 College Station, Texas - Assistant City Manager (2) - 2006
 *Colma, California - City Manager - 1998
 Columbia, South Carolina - City Manager - 2009
 Columbia, South Carolina - City Manager - 1997
 Columbus, Georgia - City Manager - 1995
 Concord, North Carolina - City Manager - 1999
 Coral Springs, Florida - Assistant City Manager - 2000
 *Cotati, California - City Manager - 1997
 Coventry, Rhode Island - Town Manager - 2015
 Covington, Georgia - City Manager - 2013
 Covington, Washington - City Manager - 2006
 Creedmoor, North Carolina - City Manager - 2015
 Culpeper, Virginia - Town Manager - 2000

*Daly City, California - Assistant City Manager - 1995
 Danville, Kentucky - City Manager - 2011
 Danville, Virginia - City Manager - 1999
 *Danville, Virginia - City Manager - 2008
 Davie, Florida - Town Administrator - 1999
 Dayton, Ohio - City Manager - 2006
 Dayton, Ohio - Assistant City Manager/Operations - 2007
 Dayton, Ohio - Assistant City Manager/Economic Development - 2007
 Daytona Beach, Florida - City Manager - 2002
 Decatur, Illinois - City Manager - 2008
 Decatur, Illinois - City Manager - 1987
 Deerfield Beach, Florida - City Manager - 1989
 DeKalb, Illinois - City Manager - 1998
 Delaware, Ohio - City Manager - 1998
 Delray Beach, Florida - City Manager - 2017
 Delray Beach, Florida - City Manager - 1986
 Delta, Colorado - City Manager - 2015
 Deltona, Florida - City Manager - 2015
 Derby, Kansas - City Manager - 2001
 Des Moines, Iowa - City Manager - 2014
 Dothan, Alabama - City Manager - 2002
 Downers Grove, Illinois - Village Manager - 2005
 Dublin, Ohio - City Manager - 2008
 Durham, North Carolina - City Manager - 2008
 Durham, North Carolina - City Manager - 2004
 East Point, Georgia - City Manager - 2014
 East Point, Georgia - City Manager - 2012
 East Point, Georgia - City Manager - 1999
 East Point, Georgia - City Manager - 1996
 Eau Claire, Wisconsin - City Manager - 2006
 Elkhart, Kansas - City Administrator (Limited Scope Search) - 2000
 Eloy, Arizona - City Manager - 2000
 El Paso, Texas - City Manager 2004
 El Reno, Oklahoma - City Manager - 2006
 Enid, Oklahoma - City Manager - 1997
 *Encinitas, California - City Manager - 1999
 Erie, Colorado - Town Administrator - 2011
 Espanola, New Mexico - City Manager - 2008
 Estes Park, Colorado - Town Administrator - 2011
 Eustis, Florida - City Manager - 2007
 Evanston, Illinois - City Manager - 1996
 Fairfield, Iowa - City Administrator - 2010
 Fairmont, Minnesota - City Administrator - 1988
 *Fayetteville, North Carolina - City Manager - 2008
 Federal Heights, Colorado - City Manager - 2007
 Federal Heights, Colorado - City Manager - 2004
 Federal Way, Washington - City Manager - 1999
 Flint, Michigan - City Administrator - 2001

Florence, South Carolina - City Manager - 1996
 Florence, South Carolina - City Manager - 2011
 Fort Lauderdale, Florida - City Manager - 1998
 Fort Smith, Arkansas - City Administrator - 2008
 Fort Smith, Arkansas - City Administrator - 2006
 Fountain Hills, Arizona - Town Manager - 2011
 Fountain Hills, Arizona - Town Manager - 2002
 Frankfort, Kentucky - City Manager - 2003
 Franklin Village, Michigan - Village Administrator - 1998
 Gainesville, Florida - City Manager - 2005
 Gainesville, Florida - City Manager - 1995
 Galesburg, Illinois - City Manager - 2006
 Gastonia, North Carolina - City Manager - 2007
 Glen Ellyn, Illinois - Village Manager - 2008
 Glen Ellyn, Illinois - Village Manager - 2006
 Glencoe, Illinois - Village Manager - 2000
 Glendale, Arizona - Assistant City Manager - 2010
 Glendale, Arizona - Deputy City Manager (2 Positions) - 2004
 Glenview, Illinois - Village Manager - 2004
 Glenwood, Illinois - Village Administrator - 2008
 Glenn Heights, Texas - City Manager - 2006
 Goldsboro, North Carolina - City Manager - 2011
 Goldsboro, North Carolina - City Manager - 2004
 Goodyear, Arizona - City Manager - 2007
 Grand Island, Nebraska - City Administrator - 2007
 Grand Ledge, Michigan - City Administrator - 1999
 Granville, Ohio - Village Manager - 2005
 Great Falls, Montana - Deputy City Manager - 2016
 Greeley, Colorado - Deputy City Manager - 2006
 Green Cove Springs, Florida - City Manager (Limited Scope Search) - 1997
 *Greenfield, California - City Manager - 1998
 *Greenville, North Carolina - City Manager - 2007
 Gulfport, Florida - City Manager - 2003
 Gulfport, Florida - City Manager - 1989
 GVR Metropolitan District, Green Valley Ranch, Denver, Colorado - District Manager - 2008
 Hampton, Virginia - City Manager - 2009
 Hampton, Virginia - City Manager - 1984
 Hartford, Vermont - Town Manager - 2015
 *Healdsburg, California - City Manager - 1995
 Highland Park, Michigan - Interim City Manager - 2002-2003
 Hobbs, New Mexico - City Manager - 2002
 Holland, Michigan - City Manager - 2011
 Howell, Michigan - Deputy City Manager for Financial Services - 2004
 Huber Heights, Ohio - City Manager - 2000
 Hudson, Ohio - City Manager - 1997
 Hyattsville, Maryland - City Administrator - 2010
 Indian Rocks Beach, Florida - City Manager (Limited Scope Search) - 1997
 Indian Rocks Beach, Florida - Interim City Manager (Assist) - 2005

Indian Trail, North Carolina - Town Manager - 2009
 Jackson, Michigan - City Manager - 2004
 Jackson, Michigan - City Manager - 1996
 Jacksonville, North Carolina - City Manager - 2010
 Jacksonville, North Carolina - City Manager - 2005
 Jacksonville, North Carolina - City Manager - 1998
 Jacksonville, North Carolina - Assistant City Manager - 2007
 Johns Creek, Georgia - City Manager - 2006
 Johnson City, Tennessee - City Manager - 2005
 Joplin, Missouri - City Manager - 2014
 Joplin, Missouri - City Manager - 2004
 Kent, Ohio - City Manager - 2005
 Kent, Ohio - City Manager - 1997
 Kiawah Island, South Carolina - Town Administrator - 2015
 Kingsport, Tennessee - City Manager - 1999
 Lakeland, Florida - City Manager - 2003
 Lakeland, Florida - Assistant to the City Manager - 2004
 *Lakeport, California - City Manager - 2001
 Lake Worth, Florida - City Manager - 2009
 Las Cruces, New Mexico - City Manager - 2016
 Las Vegas, New Mexico - City Manager - 2009
 Laurinburg, North Carolina - City Manager - 1999
 Lapeer, Michigan - City Manager - 2002
 Largo, Florida - City Manager - 2016
 Las Cruces, New Mexico - City Manager - 2015
 League City, Texas - City Manager - 2012
 League City, Texas - City Administrator - 2009
 League City, Texas - Assistant City Manager for Public Works - 2009
 League City, Texas - City Administrator - 2004
 Lebanon, New Hampshire - City Manager - 2015
 Lee's Summit, Missouri - City Manager - 2008
 Liberty, Texas - City Manager - 2007
 Littleton, Colorado - City Manager - 2011
 *Livermore, California - City Manager - 2000
 *Livermore, California - Assistant City Manager - 2001
 Longboat Key, Florida - Town Manager - 1997
 Longboat Key, Florida - Town Manager - 1993
 Longboat Key, Florida - Assistant Town Manager - 1996
 *Los Altos, California - City Manager - 1998
 Los Angeles, California - Chief Legislative Analyst - 2005
 Louisville, Ohio - City Manager - 2001
 Macon, Georgia - Chief Administrative Officer - 2008
 Manistee, Michigan - City Manager - 2001
 Marco Island, Florida - City Manager - 2017
 Marco Island, Florida - City Manager - 2004
 Martinsville, Virginia - City Manager - 2004
 Mason, Ohio - City Manager - 2006
 Matthews, North Carolina - Town Manager - 2002

McAlester, Oklahoma - City Manager (Limited Scope Search) - 2006
 McKinney, Texas - Assistant City Manager - 2006
 Melbourne, Florida - City Manager - 2002
 Middletown, Ohio - City Manager - 1984
 Middletown, Pennsylvania - Borough Manager - 2001
 Midland, Texas - City Manager - 2008
 *Mill Valley, California - City Manager - 1999
 Milliken, Colorado - Town Administrator - 2014
 Minnetonka, Minnesota - City Manager - 2000
 Minster, Ohio - Village Administrator - 1986
 Monroec, Michigan - City Manager - 1992
 Monmouth, Illinois - City Administrator - 2007
 Montgomery, Illinois - Village Manager - 2000
 Mooresville, North Carolina - Town Manager - 2008
 *Morgan Hill, California - City Manager - 1996
 Mound, Minnesota - City Manager - 2000
 Mount Holly, North Carolina - City Manager - 2007
 Muscatine, Iowa - City Administrator - 2009
 Naples, Florida - City Manager - 2007
 Naples, Florida - City Manager - 2003
 Negaunee, Michigan - City Manager - 2004
 Newburgh, New York - City Manager - 2010
 Newport News, Virginia - City Manager - 2005
 New Carrollton, Maryland - City Administrative Officer - 2016
 New Shoreham, Rhode Island - Town Manager - 2016
 Norfolk, Virginia - City Manager - 1999
 North Miami, Florida - City Manager - 2002
 Northglenn, Colorado - City Manager - 2001
 Northville Township, Michigan - Township Administrator - 1999
 North Myrtle Beach, South Carolina - City Manager - 2010
 North Myrtle Beach, South Carolina - City Manager - 2003
 North Myrtle Beach, South Carolina - City Manager - 1997
 North Myrtle Beach, South Carolina - Assistant City Manager - 2008
 North Port, Florida - Assistant City Manager (Limited Scope Search) - 2003
 North Port, Florida - Assistant City Manager (Limited Scope Search) - 2002
 *Novato, California - Assistant City Manager - 2002
 Oak Ridge, Tennessee - City Manager - 2010
 Oak Ridge, Tennessee - City Manager - 2003
 *Oakland Park, Florida - Assistant City Manager - 2004
 *Oakland Park, Florida - Assistant City Manager - 2002
 Oklahoma City, Oklahoma - City Manager - 1986
 Oneonta, New York - City Manager - 2012
 Orlando, Florida - Chief Administrative Officer - 2005
 Overland Park, Kansas - City Manager - 2010
 Oxford, North Carolina, City Manager - 2017
 Oxford, Ohio - City Manager - 2007
 *Oxnard, California - City Manager - 1997
 Paducah, Kentucky - City Manager - 2010

Pagosa Springs, Colorado - Town Manager - 2008
 Parker, Colorado - Town Administrator - 2005
 Peoria, Illinois - City Manager - 2008
 Payson, Arizona - Town Manager - 2002
 *Petaluma, California - City Manager - 1996
 Petoskey, Michigan - City Manager - 2014
 Phoenix, Arizona - City Manager - 1989
 Piqua, Ohio - City Manager - 2005
 Pittsburg, Kansas - City Manager - 2012
 Plainview, Texas - City Manager - 2003
 Plant City, Florida - City Manager - 2014
 Pocomoke City, Maryland - City Manager - 2015
 Pompano Beach, Florida - City Manager - 2009
 Ponce Inlet, Florida - Town Manager - 2001
 Port Arthur, Texas - City Manager - 2011
 Port Huron, Michigan - City Manager - 1997
 Port Orange, Florida - City Manager - 2015
 Portsmouth, Virginia - City Manager - 2015
 Portsmouth, Virginia - Deputy City Manager - 2015
 Portsmouth, Virginia - City Manager - 2000
 *Portsmouth, Virginia - City Manager 2009
 Poughkeepsie, New York - City Administrator - 2016
 Powder Springs, Georgia - City Manager - 2006
 Prairie Village, Kansas - City Administrator - 2007
 Punta Gorda, Florida - City Manager - 2004
 Punta Gorda, Florida - City Manager - 1998
 Punta Gorda, Florida - City Manager - 1995
 Questa, New Mexico - Village Administrator - 2011
 Raleigh, North Carolina - City Manager - 2000
 Raton, New Mexico - City Manager - 2011
 Reading, Pennsylvania - Managing Director - 2003
 *Reno, Nevada - City Manager - 1995
 Richland, Washington - City Manager - 2007
 Richland, Washington - City Manager - 1998
 Richland, Washington - City Manager (Limited Scope Search) - 2000
 Richmond, Michigan - City Manager - 1998
 Richmond, Virginia - Chief Administrative Officer - 2009
 Rio Rancho, New Mexico - City Administrator - 2003
 Roanoke, Virginia - City Manager - 1999
 Rock Hill, South Carolina - City Manager - 2001
 Rock Hill, South Carolina - City Manager - 1993
 Rocky Hill, Connecticut - Town Manager - 2014
 Rockport, Texas - City Manager - 2011
 Rockville, Maryland - City Manager - 1998
 Rosenberg, Texas - City Manager - 2015
 Safety Harbor, Florida - City Manager - 2006
 Saint Clair Shores, Michigan - City Manager - 2013
 Sandy Springs, Georgia - City Manager - 2005

San Diego, California - Deputy City Manager - 1988
 *San Diego, California - Assistant City Manager - 2000
 *San Rafael, California - City Manager - 1996
 *Santa Rosa, California - City Manager - 2000
 Sarasota, Florida - City Manager - 2007
 Sarasota, Florida - City Manager - 1986
 Saratoga, California - City Manager - 2000
 *Saratoga, California - City Manager - 1997
 Savannah, Georgia - City Manager - 1994
 Scottsdale, Arizona - City Manager - 2016
 Sheridan, Colorado - City Manager - 2011
 Snellville, Georgia - City Manager - 2008
 *Solana Beach, California - City Manager - 2002
 South Brunswick Township, New Jersey - Township Administrator - 1987
 South Haven, Michigan - City Manager - 1999
 Southlake, Texas - Assistant City Manager - 2005
 South Miami, Florida - City Manager - 2010
 South Miami, Florida - City Manager - 2003
 Southfield, Michigan - City Administrator - 1999
 Sparks, Nevada - City Manager - 1989
 Spartanburg, South Carolina - City Manager - 2001
 Spartanburg, South Carolina - City Manager - 1995
 Spartanburg, South Carolina - City Manager - 1984
 St. Cloud, Florida - City Manager - 2015
 St. Pete Beach, Florida - City Manager - 2001
 St. Petersburg, Florida - Deputy City Manager Public Works - 1988
 Suffolk, Virginia - City Manager - 2002
 Sun'n Lake Sebring Improvement District, Florida - General Manager - 2006
 Sun'n Lake Sebring Improvement District, Florida - General Manager - 2004
 Sun'n Lake Sebring Improvement District, Florida - General Manager - 2002
 Sunrise, Florida - City Manager - 1989
 Sun Valley, Idaho - City Administrator - 2012
 Superior, Colorado - Town Manager - 2006
 Swartz Creek, Michigan - City Manager - 2000
 Taos, New Mexico - City Manager (Limited Scope) - 2012
 Takoma Park, Maryland - City Manager - 2015
 Takoma Park, Maryland - City Manager - 2013
 Takoma Park, Maryland - City Manager - 2004
 Talladega, Alabama - City Manager - 2008
 Talladega, Alabama - City Manager - 2003
 Tallahassee, Florida - City Manager - 1994
 Temple, Texas, City Manager - 2004
 Temple Terrace, Florida - City Manager - 2016
 *The Sea Ranch - Community Manager - 2002
 *Tiburon, California - City Manager - 2000
 Tifton, Georgia - City Manager - 2007
 Tifton, Georgia - City Manager - 1996
 Timnath, Colorado - Town Manager - 2011

Tipp City, Ohio - City Manager - 2008
 Topeka, Kansas - Chief Administrative Officer - 2002
 *Tracy, California - Deputy City Manager - 1999
 Traverse City, Michigan - City Manager - 1987
 Treasure Island, Florida - City Manager - 2004
 Treasure Island, Florida - City Manager - 1996
 Trophy Club, Texas - Town Manager - 2010
 Troy, Michigan - City Manager - 2012
 Tucson, Arizona - City Manager - 2004
 *Union City, California - City Manager - 1995
 Union City, Georgia - City Administrator - 2007
 University City, Missouri - City Manager - 2005
 Vero Beach, Florida - City Manager - 2004
 Villa Park, Illinois - Village Manager - 2011
 Virginia Beach, Virginia - City Manager - 1991
 Virginia Beach, Virginia - Deputy City Manager - 1987
 Wentzville, Missouri - City Administrator - 2013
 Wentzville, Missouri - City Administrator - 2012
 Westminster, Colorado - City Manager - 2000
 Westminster, Maryland - City Administrator - 2006
 Westminster, Maryland - City Administrator - 2016
 West Palm Beach, Florida - City Manager - 1988
 Westerville, Ohio - City Manager - 2007
 White House, Tennessee - City Administrator - 2012
 White House, Tennessee - City Administrator - 2005
 Wichita, Kansas - City Manager (Limited Scope Search) - 2008
 Wichita Falls, Texas - City Manager - 2005
 Wilmington, North Carolina - City Manager - 2002
 Wilmington, North Carolina - Deputy City Manager - 2003
 Wilson, North Carolina - City Manager - 2004
 Winchester, Virginia - City Manager - 2011
 Winter Haven, Florida - City Manager - 2001
 Winter Haven, Florida - City Manager - 1986
 Woodstock, Georgia - City Manager - 2008
 Worcester, Massachusetts - City Manager - 1993
 Worthington, Minnesota - City Manager - 1988
 Worthington, Ohio - City Manager - 2007
 Wylie, Texas - City Manager - 2004
 Yankton, South Dakota - City Manager - 2012
 York, Pennsylvania - Business Administrator & Assistant Solicitor - 2000

County Managers/Administrators

Alachua County, Florida - County Manager - 1999
 Alachua County, Florida - County Manager - 1984
 Arapahoe County, Colorado - County Administrator - 1999
 Archuleta County, Colorado - County Administrator - 2013
 Athens/Clarke County Unified Government, Georgia - Manager - 1995

Athens/Clarke County Unified Government, Georgia - Manager - 2001
 Beaufort County, South Carolina - County Administrator - 1992
 Bernalillo County, New Mexico - County Manager - 2011
 Brevard County, Florida - County Manager - 2017
 Broward County, Florida - Assistant to the County Administrator for Affordable Housing - 2004
 Charleston County, South Carolina - County Administrator - 2008
 Charleston County, South Carolina - County Administrator - 1998
 Charlotte County, Florida - County Administrator - 2002
 Charlotte County, Florida - County Administrator - 1995
 Chesterfield County, Virginia - County Administrator - 1983
 Citrus County, Florida - County Administrator - 2014
 Clarke County, Georgia - County Administrator - 1984
 Collier County, Florida - County Administrator (Limited Scope Search) - 2000
 Cumberland County, North Carolina - County Manager - 2014
 DeSoto County, Florida - County Administrator - 2005
 Forsyth County, Georgia - County Manager - 2017
 Gaston County, North Carolina - County Manager - 2013
 Grady County, Georgia - County Administrator (Limited Scope Search) - 1999
 Gwinnett County, Georgia - County Manager - 1987
 Gwinnett County, Georgia - Executive Assistant to the Board - 1985
 Hamilton County, Ohio - County Administrator - 2005
 Henry County, Georgia - County Administrator - 1984
 Hernando County, Florida - County Administrator - 2000
 Hillsborough County, Florida - County Administrator - 1986
 Hillsborough County, Florida - Deputy County Administrator - 2004
 Hillsborough County, Florida - Assistant County Admin. Human Services - 2004
 Hillsborough County, Florida - Assistant County Admin. Development & Infrastructure - 2006
 Horry County, South Carolina - County Administrator - 2009
 Indian River County, Florida - County Administrator - 1987
 Jackson County, Missouri - Chief Administrative Officer - 2007
 Jackson County, Missouri - Deputy Chief Administrative Officer - 2007
 Johnson County, Kansas - County Administrator - 1998
 Lee County, Virginia - County Administrator - 1991
 Leon County, Florida - County Administrator - 1989
 Leon County, Florida - Assistant County Administrator - 1989
 Long County, Georgia - County Administrator - 2008
 Los Alamos County, New Mexico - County Administrator - 2003
 Los Alamos County, New Mexico - County Administrator - 1998
 Lowndes County, Georgia - County Manager - 2001
 Manatee County, Florida - County Administrator - 1993
 Manatee County, Florida - County Administrator - 1984
 Martin County, Florida - Assistant County Administrator - 2006
 Mesa County, Colorado - County Administrator - 2011
 Northampton County, Virginia - County Administrator - 1999
 *Nye County, Nevada - County Manager - 1998
 Oconee County, South Carolina - County Administrator - 2010
 Orange County, North Carolina - County Manager - 2009
 Orange County, North Carolina - County Manager - 2006

Orange County, North Carolina - County Manager - 1987
Osceola County, Florida - County Administrator - 2003
Palm Beach County, Florida - County Administrator - 1985
Park County, Colorado - County Administrator - 2011
Pickens County, South Carolina - County Administrator - 2016
Pinal County, Arizona - County Manager - 2013
Polk County, Florida - County Administrator - 1989
Powhatan County, Virginia - County Administrator - 2017
Prince William County, Virginia - County Executive - 1990
Ramsey County, Minnesota - County Manager - 1999
Richland County, South Carolina - County Administrator - 2006
Richland County, South Carolina - County Administrator - 2016
St. Louis County, Minnesota - County Administrator - 1987
Santa Rosa County, Florida - County Administrator - 1988
Sarasota County, Florida - County Administrator - 2011
Spartanburg County, South Carolina - County Administrator - 1999
Stafford County, Virginia - County Administrator - 2002
Summit County, Colorado - County Manager - 2007
Summit County, Colorado - County Manager - 2001
Sumter County, Florida - County Administrator - 2011
Sumter County, Florida - County Administrator - 2005
Sumter County, Florida - Interim Assistant County Administrator/Admin. Services Dir. - 2006
Sumter County, Georgia - County Administrator - 2011
Union County, North Carolina - County Manager - 2008
Union County, North Carolina - County Manager - 2001
Union County, North Carolina - Assistant County Manager - 2007
Volusia County, Florida - County Manager - 1995
Wise County, Virginia - County Administrator - 2001

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APPENDIX

APPENDIX "A"

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

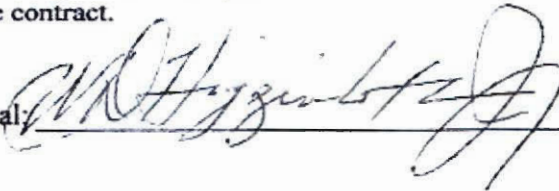
C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Village of Key Biscayne awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: _____



Name (typed): W. D. Higginbotham, Jr.

Title: Senior Vice President

Consultant: THE MERCER GROUP, INC.

Date: December 15, 2017

Appendix-A Page 1 of 1

APPENDIX "B"

NON-COLLUSIVE AFFIDAVIT

State of Florida

SS:

County of Volusia

W. D. Higginbotham, Jr., Senior Vice President being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

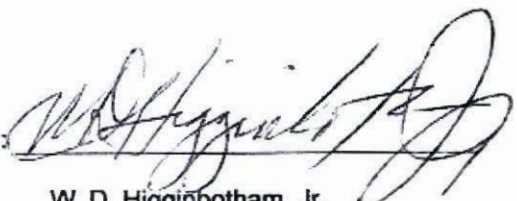
THE MERCER GROUP, INC. the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

By: 

W. D. Higginbotham, Jr.
(Printed Name)
Senior Vice President
(Title)

Appendix-B Page 1 of 2

ACKNOWLEDGMENT

State of Florida

County of Volusia

On this 15th day of December, 2017, before me, the undersigned

Notary Public of the State of Florida personally appeared
W. D. Higginbotham, Jr.

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

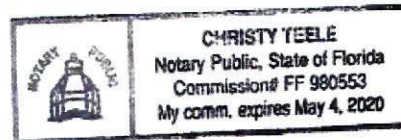
WITNESS my hand
and official seal

Christy Teele
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Christy Teele
(Name of Notary Public: Print, Stamp or
Type as commissioned.)

☒ Personally known to me, or
☐ Produced identification:



personally known

(Type of Identification Produced)
☒ Did take an oath. or
☐ Did not take an oath.

Appendix-B Page 2 of 2

APPENDIX "C"

**SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the VILLAGE OF KEY BISCAYNE, FLORIDA

By W. D. Higginbotham, Jr., Senior Vice President

For THE MERCER GROUP, INC.

Whose business address is: 3245 S. Atlantic Ave., Suite 607, Daytona Beach Shores, FL 32118

And (if applicable) its Federal Employer Identification Number (FEIN) is: 58-1877068

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea or guilty or nab contenders.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:
- A. A predecessor or successor of a person convicted of a public entity crime; or

Appendix-C Page 1 of 3

- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

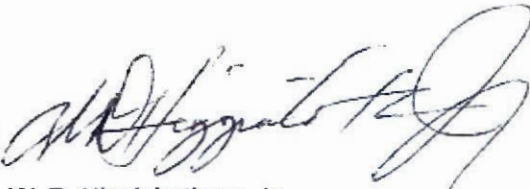
The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

By:



W. D. Higginbotham, Jr.

(Printed Name)

Senior Vice President

(Title)

Appendix-C Page 2 of 3

ACKNOWLEDGMENT

State of Florida

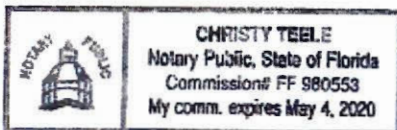
County of Volusia

On this 15th December day of, 2017, before me, the undersigned Notary Public of the State of Florida personally appeared W. D. Higginbotham, Jr., Senior Vice President and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

Christy Teele
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



Christy Teele
(Name of Notary Public: Print, Stamp or
Type as commissioned.)

☒ Personally known to me, or
☐ Produced identification:

personally known
(Type of Identification Produced)

☒ Did take an oath. or
☐ Did not take an oath.

Appendix-C Page 3 of 3

APPENDIX "D"

PRICE PROPOSAL

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Village of Key Biscayne or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

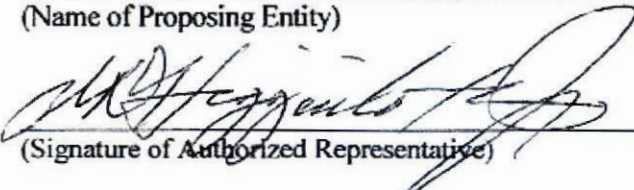
For performance of the contract to provide the goods and services to the Village of Key Biscayne in full accordance with the terms and conditions of the Request for Proposal, the undersigned Proposer hereby proposes firm, fixed prices of:

- Executive Search Firm Services (including all the Services, materials, travel expenses, etc., required for completion of the Services):

Fifteen thousand seven hundred and fifty..... dollars (\$ 15,750.00).

THE MERCER GROUP, INC.

(Name of Proposing Entity)


(Signature of Authorized Representative)

W. D. Higginbotham, Jr., Senior Vice President

(Title of Authorized Representative)

END OF DOCUMENT

APPENDIX "E"

***State of Florida
Department of State***

I certify from the records of this office that THE MERCER GROUP, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on November 9, 2001.

The document number of this corporation is F01000005891.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 9, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of March, 2017*



Ken Detjen
Secretary of State

Tracking Number: CU2332993363

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>